

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK**

DONALD SAMAROO,

Plaintiff,

-v-

Case No.

NOTICE OF REMOVAL

BARCLAYS BANK PLC A/K/A BARCLAYS
BANK DELAWARE; THE GAP INC.;
EXPERIAN INFORMATION SOLUTIONS,
INC.; TRANS UNION LLC A/K/A
TRANSUNION,

Defendants.

TO: United States District Court, Eastern District of New York:

PLEASE TAKE NOTICE that, pursuant to 28 U.S.C. §§ 1331 and 1446, Defendant Barclays Bank Delaware, sued erroneously herein as Barclays Bank PLC a/k/a Barclays Bank Delaware, (“Barclays”), by and through its attorneys, Holland & Knight LLP, hereby removes this action to the United States District Court for the Eastern District of New York. The facts and legal authority supporting this Notice of Removal are as follows:

RELEVANT FACTS

1. Barclays is a defendant in the civil action entitled *Donald Samaroo vs. Barclays Bank PLC a/k/a Barclays Bank Delaware, et. al*, Index. No. 500723/2025, pending in the Supreme Court of the State of New York, County of Kings (“State Court Action”).

2. Plaintiff Donald Samaroo (“Plaintiff”) filed a Complaint on January 8, 2025, which was served on Barclays on January 13, 2025. *See*, Complaint and AOS (**Exhibit A**).

3. Plaintiff alleges that he is a resident of the State of New York and asserts claims against Barclays for violation of the Fair Credit Reporting Act (“FCRA”) (15 U.S.C. § 1681, *et seq.*) and its implementing Regulation V (12 C.F.R. Part 1022), and New York General Business

Law (“GBL”) codifying New York’s Fair Credit Reporting Act (the “NYFCRA”) (GBL § 374, *et seq.*). *See* Compl. ¶ 1 and generally.

4. Venue is proper in the United States District Court for the Eastern District of New York because the case is being removed from the Supreme Court of the State of New York, Kings County.

TIMELINESS OF REMOVAL

5. The Complaint was served on Barclays on January 13, 2025. This Notice of Removal is therefore timely because it was filed within 30 days of Barclays accepting service.

THE COURT HAS SUBJECT MATTER JURISDICTION

6. Removal is proper under 28 U.S.C. § 1331, because the Plaintiff alleges, *inter alia*, federal claims against Credit One for violation of the federal FCRA.

7. United States District Courts are vested with jurisdiction to consider cases or controversies “arising under” the laws of the United States of America such as the FCRA.

8. Removal of such cases is governed by 28 U.S.C. §§ 1331 and 1441(a). Section 1331 states, “The district courts shall have original jurisdiction of all civil actions arising under the Constitution, laws, or treaties of the United States.” Further, Section 1441(a) states any civil action brought in a State court of which the district courts of the United States have original jurisdiction, may be removed by the defendant or the defendants, to the District Court of the United States for the district and division embracing the place where such action is pending.

9. Plaintiff’s causes of action for alleged violation of the FCRA, 15 U.S.C. § 1681 *et seq.*, “arises under” the laws of the United States. *See* 28 U.S.C. § 1331; 15 U.S.C. § 1681, *et seq.* Therefore, this Court may properly exercise jurisdiction over this claim pursuant to 28 U.S.C. § 1331.

10. Pursuant to 28 U.S.C. § 1367, this Court may also exercise supplemental jurisdiction over any state law claims not governed by federal law.

REMOVAL IS PROPER

11. This action is currently pending in the Supreme Court of the State of New York, County of Kings and may be removed to the United States District Court for the Eastern District of New York. Accordingly, this case is properly removable as the requirements for federal question jurisdiction are satisfied.

12. Barclays reserves all rights, claims, and defenses relative to the action filed by Plaintiff and expressly does not waive any defense available in filing this notice.

13. Pursuant to 28 U.S.C. § 1446(d), Barclays will promptly serve this Notice of Removal upon all parties and shall promptly serve a copy thereof upon the clerk of the Supreme Court of the State of New York, County of Kings.

14. Barclays received consent to this removal from co-defendants The Gap Inc. (“Gap”), and sought the consent of co-defendants Experian Information Solutions, Inc. (“Experian”) and Trans Union LLC a/k/a Transunion (“Transunion”) by contacting both entities directly and through Experian and TransUnion’s counsel presently representing them in another matter between the parties. To date, Barclays has not received a response from Experian or TransUnion.

WHEREFORE, Defendant Barclays Bank Delaware respectfully requests that the matter designated by the Complaint be removed to the United States District Court for the Eastern District of New York, and proceed before this Court as an action properly removed.

Dated: February 12, 2025

HOLLAND & KNIGHT LLP

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CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing was filed with The Court's E-Filing Portal on February 12, 2025 which will notify all counsel of record authorized to receive such filings. Additionally, a copy of same was sent, via email and overnight mail, to counsel for Plaintiff at the address of record:

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